**Ardeo Counseling, LLC**

**October 2022**

**Notice of Privacy Practices**

This notice describes how health information may be used and disclosed and how you can get access to this information. Please review it carefully.

Ardeo Counseling keeps client Protected Health Information, including but not limited to name, address, insurance data, reason for seeking care, date and time of scheduled or completed therapy sessions, (together referred to as “PHI”), confidential and private, using industry-recognized processes and tools to safeguard client data while using this data effectively to maintain a mental health practice.

The following notice of privacy practices may be changed in the future; clients will be notified by email if a change occurs.

Ardeo Counseling may use your information:

With your Authorization:

1. For Treatment, For Payment, or For Health Care Operations- Ardeo Counseling may use your PHI for the purpose of seeking payment of fees for service or operating a health care practice.

Without your Authorization:

1. As part of a disclosure required by law;
2. To report suspected neglect or physical, emotional or sexual abuse of a child or elderly person or prevent harm to others;
3. For health oversight activities including audits and investigations;
4. As required by a court or administrative order;
5. For law enforcement or legal investigation purposes;
6. To provide you appointment reminders or to tell you about treatment alternatives or other health care services that Ardeo Counseling offers.

PSYCHOTHERAPY NOTES. Clinical psychotherapy notes created as part of your care may be used without your authorization, only: in the course of your care at Ardeo Counseling; to defend a lawsuit initiated by you; for use by the Secretary of Health and Human Services to investigate Ardeo Counseling’s HIPAA-compliance; as part of a disclosure required by law; or as required under subpoena as part of a legal investigation or lawsuit.

MARKETING. Ardeo Counseling will never use your information for marketing or advertising and will never sell client data lists.

MINORS. If you, the client, are a minor, you understands that some information may be required to be disclosed to your parent or legal guardian. Your provider will discuss this with you prior to beginning care, so that the information is tailored to the circumstances specific to you. Typically, information that would be required to be disclosed to your parents would relate to scheduling of appointments, payment of fees, as well as information relating to neglect, abuse, or legal proceedings. If you are an adult bringing a minor for care, you understand that some information will be held in confidence between the provider and client, regardless of who is responsible for paying for care. The provider will discuss this with you prior to beginning care, so that the information is tailored to the circumstances specific to you.

DISCLOSURE OF CLINICAL INFORMATION TO OTHERS. If you want another person to be informed about your care, or to be able to request information about your care, you should complete the Ardeo Counseling Release of Information Form.

You have the following rights relating to your PHI:

1. The right to request that Ardeo Counseling not disclose your PHI for treatment, payment or health care operations purposes, however Ardeo Counseling may deny this request if it will harm your health.
2. The right to restrict the disclosure of PHI to your health insurance provider for services paid for out of pocket.
3. The right to choose how Ardeo Counseling communicates your PHI to you- by identifying the phone number or address to which you want information sent.
4. The right to receive a copy of your clinical file less the clinical notes. Ardeo Counseling may require a small fee and may take up to thirty days to compile this information.
5. The right to a list of any disclosures Ardeo Counseling has made for any purpose other than treatment, payment or healthcare operations for up to the prior six years. Ardeo Counseling may require a small fee and may take up to sixty days to compile this information.
6. The right to correct your PHI if you believe that information in your clinical file is incorrect. Ardeo Counseling may decline to change or add information but will respond to your request with its reasoning within sixty days.
7. The right to receive this notice in paper or electronic format, at your request.

For more information on this Notice or to make a complaint about the information contained here, email kworkmanlcpc@gmail.com.

This notice is effective as of October 26th, 2022.

**Notice of Policies**

1. SCHEDULING. Following a client’s initial intake session, Ardeo Counseling will recommend a number of therapy sessions and an interval between them. Subsequent therapy sessions will be scheduled at the conclusion of each session, at a date and time mutually convenient for provider and client. If a therapy session is not scheduled at the conclusion of the prior session, the client and provider will coordinate a subsequent appointment by email.
2. SESSION DURATION. Ardeo Counseling’s standard therapy session duration is fifty minutes. Sessions of alternate duration can be scheduled but need to be discussed at the time of scheduling.
3. CANCELLATION. Scheduled sessions must be cancelled at least twenty-four hours in advance or the full fee will be charged.
4. LATENESS. If client is late to a scheduled session, the session will end at the originally scheduled conclusion time, which may result in a shorter session duration. The fee will not be reduced. If a provider is late to a scheduled session, the session may be extended if mutually acceptable, to a later conclusion time, or client may be compensated with a reduced fee for the shortened session.
5. INSURANCE. Ardeo Counseling may be inside or out of a client’s insurance provider network. It is the client’s responsibility to confirm coverage and benefit status with their insurance provider prior to scheduling therapy.
	1. For clients for whom Ardeo Counseling is an in-network provider, Ardeo Counseling will submit a claim to the insurance provider for payment and will notify the client when the claim has been paid or if a balance, including a co-pay or co-insurance amount due, remains on the client’s account.
	2. For clients for whom Ardeo Counseling is an out-of-network provider, the client will be responsible for the cost of care. Ardeo Counseling will provide a “superbill” invoice to the client, at the client’s request. Superbills may be required by insurance companies who do not cover the cost of care for purposes such as reimbursement of fees paid out of pocket or credit toward a high deductible. Ardeo Counseling makes no claims or assurance of payment by insurance.
6. FINANCIAL RESPONSIBILITY. In most cases, the client is financially responsible for the costs of their own care. If a client is not, the person financially responsible for the cost of their care must acknowledge their responsibility by completing Ardeo Counseling’s Financial Responsibility Form.
7. FEE DISCLOSURE. Ardeo Consulting maintains a current fee schedule for all services provided by each of its mental healthcare professionals on its website. Clients may request a current fee schedule by email to kworkmanlcpc@gmail.com. Before increasing fees, Ardeo will communicate such anticipated change to client one month in advance.
8. CARD ON FILE/ BILLING AFTER SERVICE. Before beginning care, Ardeo Counseling will require clients have a credit card on file to be used for fees due, co-pays or co-insurance amounts. Clients will be notified before the card is charged.
9. RETURNED CHECKS. Returned checks will incur a fee of ten dollars.
10. REGULAR COMMUNICATION. Ardeo Counseling and client will communicate on non-clinical matters relating to the provision of care by email.
11. EMERGENCY COMMUNICATION. If a true emergency arises, clients will call 911 or travel to a hospital immediately, not contact Ardeo Counseling.
12. URGENT COMMUNICATION. If client needs to communicate with their provider between therapy sessions, Ardeo Counseling is available by phone. Clients may be required to leave a message. Ardeo Counseling will typically reply by phone within twenty-four hours.
13. COMMUNICATION VIA TEXT MESSAGE. Text message is not a HIPAA-compliant form of communication and should be limited to matters of scheduling.
14. SOCIAL MEDIA. Ardeo Counseling and its providers will not request or accept social media connections with clients or former clients.
15. PRIVACY IN PUBLIC. If a client sees their mental healthcare professional outside of the care setting, the client understand that their provider will not acknowledge them first, so as not to jeopardize the client’s privacy or confidentiality. The client may choose to engage with their provider, resulting in a brief social interaction but not a lengthy or clinical discussion.
16. TERMINATION. Ardeo Counseling may terminate a clinical relationship if it determines that therapy is not being appropriately used, if a client is not investing sufficient effort, if a client abuses Ardeo Counseling clinicians or staff, if another clinician may be more appropriate for my care, or if the account is in financial default. Ardeo Counseling will terminate a clinical relationship if client misses three consecutive scheduled weeks of therapy.